

AN ORDINANCE approving Contract for Renovation Work to City of Fort Wayne Police Operation Center, 1302 Creighton Avenue between LOUIS LEE LENGACHER and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

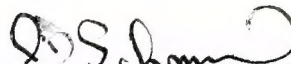
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Renovation Work to City of Fort Wayne Police Operation Center, 1302 Creighton Avenue by and between LOUIS LEE LENGACHER and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:


Renovation Work to City of Fort Wayne Police Operation Center, 1302 Creighton Avenue; involving a total cost of Two Hundred Twenty-Seven Thousand Four Hundred Fifty and no/100 Dollars (\$227,450.00) - (Base \$177,500.00, Alt. 1 - \$24,900.00, Alt. 2 - \$6,900.00, Alt. 3 - \$16,300.00, Alt. 6 - \$1,850.00).

SECTION 2. Prior Approval has been requested from Common Council on May 10, 1994. Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a
STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified. This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the
Nineteen Hundred and

day of

in the year of

BETWEEN the Owner:

(Name and address)

Board of Public Works
City of Fort Wayne
City-County Building
Room 920

and the Contractor:

(Name and address)

Fort Wayne, Indiana 46802

Louis Lee Lengacher, Incorporated
16833 Antwerp Road
Harlan, Indiana 46743

The Project is:

(Name and location)

Renovation Work to:
City of Fort Wayne Police Operation Center
1302 Creighton Avenue
Fort Wayne, Indiana

The Architect is:

(Name and address)

MARTIN, RILEY & MOCK, Inc.
d/b/a MARTIN RILEY MOCK architects/consultants
222 West Berry Street
Fort Wayne, Indiana 46802-2204

The Owner and Contractor agree as set forth below.

Commission No. F93125

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ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2

THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than **15 July 1994**

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Two Hundred Twenty Seven Thousand Four Hundred Fifty Dollars (\$ 227,450.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

Base Bid: The complete renovation work for the City of Fort Wayne - Police Operations Center	\$ 177,500.00
Alternate Bid No. A-1: Desk Sergeant	ADD \$ 24,900.00
Alternate Bid No. A-2: Ceilings: Second (Locker)	ADD \$ 6,900.00
Alternate Bid No. A-3: Ceilings: Second (Other)	ADD \$ 16,300.00
Alternate Bid No. A-6: Carpet	ADD \$ 1,850.00
TOTAL CONTRACT AMOUNT	\$ 227,450.00

4.3 Unit prices, if any, are as follows:

ARTICLE 5 PROGRESS PAYMENTS

- 5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- 5.3 Provided an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ten days after the Architect receives the Application for Payment.
- 5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;
- 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- 5.6.3 Subtract the aggregate of previous payments made by the Owner; and
- 5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.
- 5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:
- 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety percent (90 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and
- 5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.
- 5.8 Reduction or limitation of retainage, if any, shall be as follows:
- (If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

ARTICLE 8

TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.
- 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.
- 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated 13 April 1994, and are as follows:

Document	Title	Pages
N	NOTICE TO CONTRACTORS	
NB	NOTICE TO BIDDERS	
IB	INSTRUCTIONS TO BIDDERS	
PF	PROPOSAL (BID) FORM	
F96	FORM 96	
CFS	CERTIFICATE IN LIEU OF FINANCIAL STATEMENT	
BB	BIDDERS BOND	
EBE	EMERGING BUSINESS ENTERPRISE DECLARATION FORM	
ECF	EMERGING BUSINESS ENTERPRISE COMMITMENT FORM	
EBR	EMERGING BUSINESS ENTERPRISE RIDER	
PB	SPECIMEN FORM PAYMENT BOND	
PG	SPECIMEN FORM PERFORMANCE AND GUARANTY BOND	
GP	GENERAL PROVISIONS BOARD OF PUBLIC WORKS & SAFETY	
CON	CONTRACT	
AAP	AFFIRMATIVE ACTION PROGRAM	
NA	NOTICE OF AWARD	
NP	NOTICE TO PROCEED	

- 9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

SECTION Divisions	Title	xxxxx See Project Manual Pages
Division 1	General Requirements	
2	Site Work	
3	Concrete	
4	Masonry	
5	Metals	
6	Wood and Plastics	
7	Thermal and Moisture Protection	
8	Doors and Windows	
9	Finishes	
10	Specialties	
15	Mechanical	
16	Electrical	

9.1.3 Continued

CSC
CA

NOTICE OF SUBSTANTIAL COMPLETION
COMPLETION AFFIDAVIT

NCR
WSR
SEF
CPR
MER
MUS

NOTICE OF COMPLIANCE REQUIREMENTS
WAGE SCALE REPORT
SUBCONTRACTOR ELIGIBILITY FORM
CERTIFIED PAYROLL REPORT
MONTHLY EMPLOYMENT REPORT
MANPOWER UTILIZATION SUMMARY

GC

GENERAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION

9.1.5 The Drawings are as follows, and are dated 13 April 1994

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

unless a different date is shown below:

Number	Title	Date
A101	First Floor Plan	
A102	Second Floor Plan	
A103	Third Floor Plan	
A104	Fourth Floor Plan	
A105	Fifth Floor Plan	
A106	Sixth Floor Plan	
P1	Basement and First Floor Plumbing Plan	
P2	Second Floor Plumbing Plan	
P3	Third Floor Plumbing Plan	
P4	Sixth Floor Plumbing Plan	
M1	First Floor Mechanical Plan	
M2	Second Floor Mechanical Plan	
M3	Third Floor Mechanical Plan	
M4	Fifth Floor Plumbing Plan	
M5	Sixth Floor Plumbing Plan	
E1	First Floor Electrical Plan	
E2	Second Floor Electrical Plan	
E3	Third Floor Electrical Plan	
E4	Fifth Floor Electrical Plan	
E5	Sixth Floor Electrical Plan	

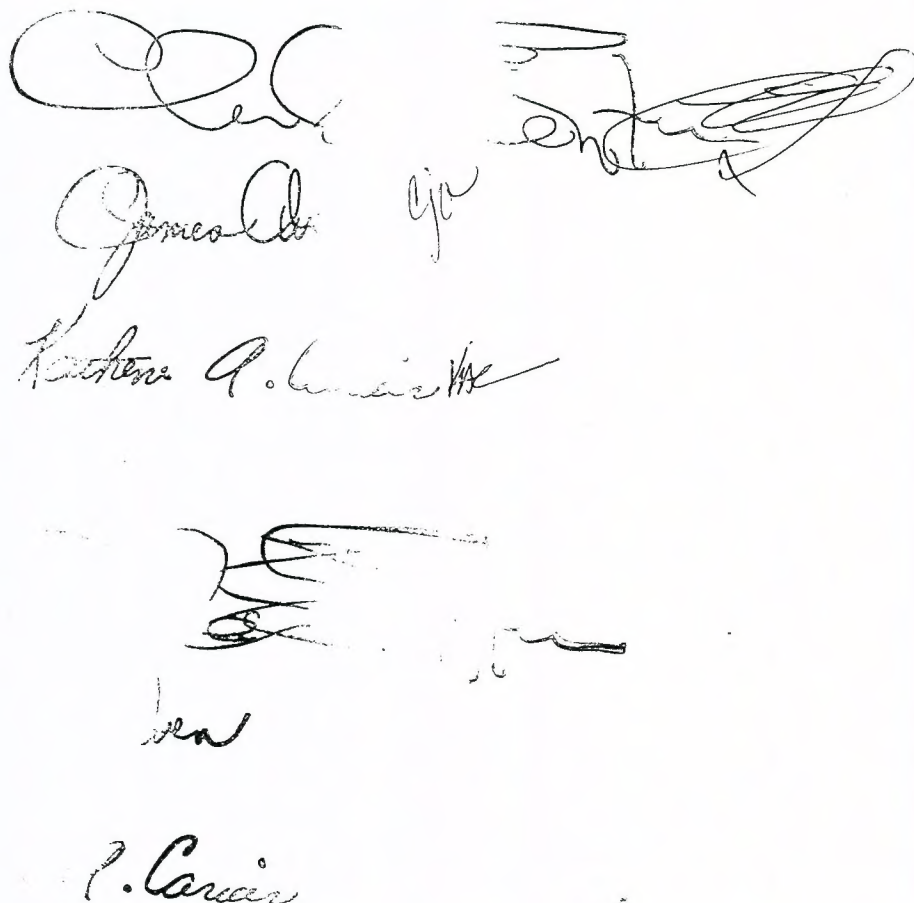
9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
One	27 April 1994	ADD-1 to ADD-3
Two	29 April 1994	ADD-1 to PF-2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)



This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

Board of Public Works
City of Fort Wayne

Louis Lee Lengacher, Incorporated

OWNER

CONTRACTOR

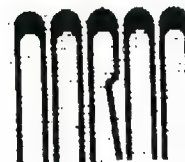
(Signature)

(Signature)

CHARLES E. LAYTON
(Printed name and title) DIRECTOR
BOARD OF PUBLIC WORKS

LOUIS LEE LENGACHER, PRES.
(Printed name and title)

MARTIN RILEY MOCK architects/consultants
222 West Berry Street Fort Wayne, Indiana 46802
tel 219 422 7994 fax 219 426 2067
9595 Whitley Dr. Ste. 101 Indianapolis, Indiana 46240
tel 317 843 9595 fax 317 843 9596



10 May 1994

Mr. Payne Brown
City-County Building, Ninth floor
One Main Street
Fort Wayne, IN 46802

Victor Martin, AIA
John Riley, AIA
Luther Mock, CRC
Robert Bosserman, RA
Lisa Weaver, AIA
Jack Daniel, AIA
Barry Sanderson

**Re: Police Operation Center:
Summary of Scope**

Dear Payne,

The following is a summary of work to be performed at the Police Operation Center:

<u>Floor</u>	<u>Work Description</u>
1	Unisex, handicapped restroom Walls and doors Counters and shelves Sergeant's desk Locks for existing and new doors Lighting Electrical/Mechanical
2	Men's shower room Women's shower room Walls and doors Counter and shelves Vinyl Composition Tile/Carpet Ceiling tile Locks for existing and new doors Lighting Electrical/Mechanical
3	Walls and doors Carpet Ceiling tile Locks for existing and new doors Lighting Electrical/Mechanical
4	Locks for existing and new doors

5


Wall and door
Replace yellow glass with clear
Locks for existing and new doors

6

Walls and doors
Carpet
Ceiling tile
Repair windows
Repair plaster ceiling
Locks for existing and new doors
Lighting
Electrical/Mechanical

We hope this summary is helpful. Please call if you need additional information.

Sincerely,



Lynette K. Jehl

LKJ/mrm

F93125:SCOPE

Read the first time in full and on motion by Belmont, seconded by _____, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 5-24-94

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Lunsy, seconded by _____, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>5</u>			<u>4</u>
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA				<u>✓</u>
HENRY				<u>✓</u>
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE				<u>✓</u>
SCHMIDT				<u>✓</u>
TALARICO	<u>✓</u>			

DATED: 6-14-94

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL) _____ (SPECIAL) _____ (ZONING) _____ ORDINANCE RESOLUTION, NO. S-45-94 on the 14th day of June, 1994

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Clatus R Edmonds
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of June, 1994, at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 16th day of June, 1994, at the hour of 4:00 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

TITLE OF ORDINANCE: Agreement between the City and Louis Lee Lengacher, Inc., for Renovation Work to City of Fort Wayne Police Operation Center, 1302 Creighton Avenue.

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: The Agreement between the City and Louis Lee Lengacher, Inc., for Renovation Work to City of Fort Wayne Police Operation Center, 1302 Creighton Avenue is per the attached description.
PRIOR APPROVAL RECEIVED ON 5/10/94.

EFFECT OF PASSAGE: Project can be completed.

EFFECT OF NON PASSAGE:

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) Total Contract
Amount \$227,450.00 (Base \$177,500.00, Alt. 1 - \$24,900.00, Alt. 2 -
6,900.00, Alt. 3 - \$16,300.00, Alt. 6 - \$1,850.00)

ASSIGNED TO COMMITTEE:

J-94-05-14

BILL NO. S-94-05-14

REPORT OF THE COMMITTEE ON
FINANCE
CLETUS R. EDMONDS - DONALD J. SCHMIDT - CO-CHAIR
ARCHIE L. LUNSEY
DAVID C. LONG

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for
Renovation Work to City of Fort Wayne Police Operation Center, 1302
Creighton Avenue between LOUIS LEE LENGACHER and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DQ PASS

DO NOT PASS

ABSTAIN

NO REC

[Signature]
[Signature]
Cletus R Edmonds

[Signature]
[Signature]



DATED: 6-14-94

Sandra E. Kennedy
City Clerk